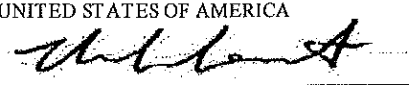


<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   87	
2. CONTRACT (Proc. Inst. Ident.) NO. N81340-14-C-0005		3. EFFECTIVE DATE 04 Dec 2013		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300390617-0001			
5. ISSUED BY NAWGTSO 263 12350 RESEARCH PARKWAY (25322) ORLANDO FL 32826		CODE N81340		6. ADMINISTERED BY ((Other than Item 5))		CODE	
				See Item 5			
7. NAME AND ADDRESS OF CONTRACTOR (No, street, city, county, state and zip code) CAE USA INC. SUZANNE LOWE 4908 TAMPA WEST BLVD TAMPA FL 33634-2411				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 69479		FACILITY CODE					
11. SHIP TO/MARK FOR NAWGTSO PERRY, RACHEL 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224		CODE N81340		12. PAYMENT WILL BE MADE BY DPAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) [ ] 41 U.S.C. 253(c)				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$3,508,101.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 3	X	I	CONTRACT CLAUSES	73 - 86
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	4 - 26	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	27 - 50	X	J	LIST OF ATTACHMENTS	87
X	D	PACKAGING AND MARKING	51	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	52 - 54	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	55 - 60		L INSTRS, CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	61 - 67		M EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	68 - 72				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number N81340-13-R-0050-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further action or document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]				20A. NAME OF CONTRACTING OFFICER thomas.courtney@navy.mil 407-380-4108 TEL:			
19B. NAME OF CONTRACTOR BY [REDACTED]		19C. DATE SIGNED 4 DEC 2013		20B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)		20C. DATE SIGNED 4 Dec 2013	

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   87	
2. CONTRACT (Proc. Inst. Ident.) NO. N61340-14-C-0005		3. EFFECTIVE DATE 04 Dec 2013		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300390617-0001			
5. ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (25322) ORLANDO FL 32826		CODE N61340		6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CAE USA INC. 4808 TAMPA WEST BLVD TAMPA FL 33634-2411				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 69479		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			
11. SHIP TO/MARK FOR NAWCTSD PERRY, RACHEL 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224		CODE N61340		CODE HQ0338			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>							<b>\$3,508,101.00</b>
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	27 - 50	X	J	LIST OF ATTACHMENTS	87
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X	E	INSPECTION AND ACCEPTANCE	52 - 54	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	55 - 60		L INSTRS. CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	61 - 67	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	68 - 72				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N61340-13-R-0050-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER THOMAS COURTNEY (25321) / CONTRACTING OFFICER TEL: 407-380-4108 EMAIL: thomas.courtney@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA   BY (Signature of Contracting Officer)		20C. DATE SIGNED 04-Dec-2013	
BY (Signature of person authorized to sign)							

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is usable

STANDARD FORM 26 (REV. 4/2008)

Prescribed by GSA  
FAR (48 CFR) 53.214(a)

Section A - Solicitation/Contract Form

SOLICITATION INFO

Please note that unless a specific SOW reference(s) is made to a specific CLIN the entire SOW is applicable to every CLIN in sections B-F.

## Section B

### **B.1 CLINS STRUCTURE AND REFERENCE**

Note: The total number of students/events specified within CLINS XX01, XX02, XX03, XX04 and XX05 correlates to Section C paragraph (d)(1) Forecast Scheduling.

### **B.2 OPTIONS**

(a) Options: CLINS 1402-1405, 1501-1506, 1601-1606, 1701-1706, 1801-1806, 1901-1906, 2001-2006 are Option CLINS.

(b) Option for Additional Instruction: CLINS 1402-1405, 1502-1505, 1602-1605, 1702-1705, 1802-1805, 1902-1905, and 2002-2005. The Government reserves the right to unilaterally exercise an Option Line Item identified herein at any time during the fiscal year of their respective Option periods as defined in Section F.1. If the Option Line Item is exercised, it will be for one time only and the number of students/events will be provided at that time of option exercised.

### **B.3 CLAUSES AND PROVISIONS**

(a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

(b) Clauses and provisions in this document are numbered in sequence, but will not necessarily appear in consecutive order.

(c) Sections K, L and M will be physically removed from any resultant award, but Section K will be deemed to be incorporated by reference in the award.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization - NAS Corpus Christi, TX FFP FOB: Destination	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FY14 CNATRA Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: 1300390617-0001				\$0.00

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NET AMT

\$0.00

ACRN AA  
CIN: 130039061700001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	FY14 CNATRA Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: 1300390617-0001				\$0.00

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NET AMT	\$0.00
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ACRN AA  
CIN: 130039061700002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1401	T-44C CACT Training Instruction Services FFP Number of Trainees 529 in accordance with the Statement of Work and Government-furnished syllabi/curricula FY-14 BASE PERIOD	8	Months		

FOB: Destination

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NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1402		46	Each		
OPTION	Additional Instruction for FFP Advanced Multi-Engine MPTS Flight Training SOW Paragraph (d)(1)(A) NTE 46 Students FY-14 BASE PERIOD OPTION  FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1403		3	Each		
OPTION	Additional Instruction for FFP The Multi-Engine Flight Instructor Training to include: Instructor Upgrade Training (IUT) SOW Paragraph (d)(1)(B)(1) NTE 3 Students FY-14 BASE PERIOD OPTION  FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1404		5	Each		
OPTION	Additional Instruction for FFP				
	Transition Training to include:				
	1. Copilot Training SOW Paragraph (d)(1)(B)(2)				
	2. Aircraft Commander Upgrade Training SOW Paragraph (d)(1)(B)(3)				
	3. Naval Test Pilot School (TPS) SOW Paragraph (d)(1)(B)(4)				
	NTE 5 Students total per the grouped training				
	FY-14 BASE PERIOD OPTION				
	FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1405		56	Each		
OPTION	Additional Instruction for FFP				
	Simulator/Ground Training Events to include:				
	1. VIP/Winging Events SOW Paragraph (d)(1)(C)				
	2. Simulator Event: Track Specific Event SOW Paragraph (d)(1)(D)				
	3. Simulator Event: Warm-Up Event SOW Paragraph (d)(1)(E)				
	4. Emergency Procedures (EP) Event SOW Paragraph (d)(1)(F)				
	5. Non-Systems Multi-Engine Ground School SOW Paragraph (d)(1)(G)				
	NTE 56 Students total per the grouped events				
	FY-14 BASE PERIOD OPTION				
	FOB: Destination				

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1406	Technical Data (CDRLs) - NSP FFP Section J Exhibit B: B001 and B002 FY14 BASE PERIOD  FOB: Destination	1	Lot		NSP

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1501 OPTION	T-44C CACT Training Instruction Services FFP Number of Trainees 604 in accordance with the Statement of Work and Government-furnished syllabi/curricula FY15 OPTION PERIOD  FOB: Destination	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1502		46	Each		
OPTION	Additional Instruction for FFP Advanced Multi-Engine MPTS Flight Training SOW Paragraph (d)(1)(A) NTE 46 Students FY15 OPTION PERIOD				

FOB: Destination

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1503		4	Each		
OPTION	Additional Instruction for FFP The Multi-Engine Flight Instructor Training to include: Instructor Upgrade Training (IUT) SOW Paragraph (d)(1)(B)(1) NTE 4 Students FY15 OPTION PERIOD				

FOB: Destination

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1504 OPTION	Additional Instruction for FFP Transition Training to include: 1. Copilot Training SOW Paragraph (d)(1)(B)(2) 2. Aircraft Commander Upgrade Training SOW Paragraph (d)(1)(B)(3) 3. Naval Test Pilot School (TPS) SOW Paragraph (d)(1)(B)(4) NTE 5 Students total per the grouped training FY15 OPTION PERIOD  FOB: Destination	5	Each		

---

 NET AMT
 

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1505 OPTION	Additional Instruction for FFP Simulator/Ground Training Events to include: 1. VIP/Winging Events SOW Paragraph (d)(1)(C) 2. Simulator Event: Track Specific Event SOW Paragraph (d)(1)(D) 3. Simulator Event: Warm-Up Event SOW Paragraph (d)(1)(E) 4. Emergency Procedures (EP) Event SOW Paragraph (d)(1)(F) 5. Non-Systems Multi-Engine Ground School SOW Paragraph (d)(1)(G) NTE 70 Students total per the grouped events FY15 OPTION PERIOD  FOB: Destination	70	Each		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1506		1	Lot		NSP
OPTION	Technical Data (CDRLs) - NSP FFP Section J Exhibit B: B001and B002 FY15 OPTION PERIOD FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1601		12	Months		
OPTION	T-44C CACT Training Instruction Services FFP Number of Trainees 910 in accordance with the Statement of Work and Government-furnished syllabi/curricula FY16 OPTION PERIOD FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1602		70	Each		
OPTION	Additional Instruction for FFP Advanced Multi-Engine MPTS Flight Training SOW Paragraph (d)(1)(A) NTE 70 Students FY16 OPTION PERIOD  FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1603		4	Each		
OPTION	Additional Instruction for FFP The Multi-Engine Flight Instructor Training to include: Instructor Upgrade Training (IUT) SOW Paragraph (d)(1)(B)(1) NTE 4 Students FY16 OPTION PERIOD  FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1604		5	Each		
OPTION	Additional Instruction for FFP Transition Training to include: 1. Copilot Training SOW Paragraph (d)(1)(B)(2) 2. Aircraft Commander Upgrade Training SOW Paragraph (d)(1)(B)(3) 3. Naval Test Pilot School (TPS) SOW Paragraph (d)(1)(B)(4) NTE 5 Students total per the grouped training FY16 OPTION PERIOD  FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1605		111	Each		
OPTION	Additional Instruction for FFP Simulator/Ground Training Events to include: 1. VIP/Winging Events SOW Paragraph (d)(1)(C) 2. Simulator Event: Track Specific Event SOW Paragraph (d)(1)(D) 3. Simulator Event: Warm-Up Event SOW Paragraph (d)(1)(E) 4. Emergency Procedures (EP) Event SOW Paragraph (d)(1)(F) 5. Non-Systems Multi-Engine Ground School SOW Paragraph (d)(1)(G) NTE 111 Students total per the grouped events FY16 OPTION PERIOD  FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1606		1	Lot		NSP
OPTION	Technical Data (CDRLs) - NSP FFP Section J Exhibit B: B001 and B002 FY16 OPTION PERIOD FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1701		12	Months		
OPTION	T-44C CACT Training Instruction Services FFP Number of Trainees 933 in accordance with the Statement of Work and Government-furnished syllabi/curricula FY17 OPTION PERIOD  FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1702		68	Each		
OPTION	Additional Instruction for FFP Advanced Multi-Engine MPTS Flight Training SOW Paragraph (d)(1)(A) NTE 68 Students FY17 OPTION PERIOD				

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1703		4	Each		
OPTION	Additional Instruction for FFP The Multi-Engine Flight Instructor Training to include: Instructor Upgrade Training (IUT) SOW Paragraph (d)(1)(B)(1) NTE 4 Students FY17 OPTION PERIOD				

FOB: Destination

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1704		5	Each		
OPTION	Additional Instruction for FFP Transition Training to include: 1. Copilot Training SOW Paragraph (d)(1)(B)(2) 2. Aircraft Commander Upgrade Training SOW Paragraph (d)(1)(B)(3) 3. Naval Test Pilot School (TPS) SOW Paragraph (d)(1)(B)(4) NTE 5 Students total per the grouped training FY17 OPTION PERIOD  FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1705		112	Each		
OPTION	Additional Instruction for FFP Simulator/Ground Training Events to include: 1. VIP/Winging Events SOW Paragraph (d)(1)(C) 2. Simulator Event: Track Specific Event SOW Paragraph (d)(1)(D) 3. Simulator Event: Warm-Up Event SOW Paragraph (d)(1)(E) 4. Emergency Procedures (EP) Event SOW Paragraph (d)(1)(F) 5. Non-Systems Multi-Engine Ground School SOW Paragraph (d)(1)(G) NTE 112 Students total per the grouped events FY17 OPTION PERIOD  FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1706		1	Lot		NSP
OPTION	Technical Data (CDRLs) - NSP FFP Section J Exhibit B: B001 and B002 FY17 OPTION PERIOD FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1801		12	Months		
OPTION	T-44C CACT Training Instruction Services FFP Number of Trainees 940 in accordance with the Statement of Work and Government-furnished syllabi/curricula FY18 OPTION PERIOD FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1802		69	Each		\$
OPTION	Additional Instruction for FFP Advanced Multi-Engine MPTS Flight Training SOW Paragraph (d)(1)(A) NTE 69 Students FY18 OPTION PERIOD  FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1803		4	Each		
OPTION	Additional Instruction for FFP The Multi-Engine Flight Instructor Training to include: Instructor Upgrade Training (IUT) SOW Paragraph (d)(1)(B)(1) NTE 4 Students FY18 OPTION PERIOD  FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1804		5	Each		E
OPTION	Additional Instruction for FFP				
	Transition Training to include:				
	1. Copilot Training SOW Paragraph (d)(1)(B)(2)				
	2. Aircraft Commander Upgrade Training SOW Paragraph (d)(1)(B)(3)				
	3. Naval Test Pilot School (TPS) SOW Paragraph (d)(1)(B)(4)				
	NTE 5 Students total per the grouped training				
	FY18 OPTION PERIOD				
	FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1805		112	Each		
OPTION	Additional Instruction for FFP				
	Simulator/Ground Training Events to include:				
	1. VIP/Winging Events SOW Paragraph (d)(1)(C)				
	2. Simulator Event: Track Specific Event SOW Paragraph (d)(1)(D)				
	3. Simulator Event: Warm-Up Event SOW Paragraph (d)(1)(E)				
	4. Emergency Procedures (EP) Event SOW Paragraph (d)(1)(F)				
	5. Non-Systems Multi-Engine Ground School SOW Paragraph (d)(1)(G)				
	NTE 112 Students total per the grouped events				
	FY18 OPTION PERIOD				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1806		1	Lot		NSP
OPTION	Technical Data (CDRLs) - NSP				
	FFP				
	Section J Exhibit B: B001and B002			FY18	
	OPTION PERIOD				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1901		12	Months		
OPTION	T-44C CACT Training Instruction Services				
	FFP				
	Number of Trainees 910 in accordance with the Statement of Work and				
	Government-furnished syllabi/curricula				
	FY19 OPTION PERIOD				
	FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1902		67	Each		
OPTION	Additional Instruction for FFP Advanced Multi-Engine MPTS Flight Training SOW Paragraph (d)(1)(A) NTE 67 Students FY19 OPTION PERIOD  FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1903		4	Each		
OPTION	Additional Instruction for FFP The Multi-Engine Flight Instructor Training to include: Instructor Upgrade Training (IUT) SOW Paragraph (d)(1)(B)(1) NTE 4 Students FY19 OPTION PERIOD  FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1904		5	Each		
OPTION	Additional Instruction for FFP Transition Training to include: 1. Copilot Training SOW Paragraph (d)(1)(B)(2) 2. Aircraft Commander Upgrade Training SOW Paragraph (d)(1)(B)(3) 3. Naval Test Pilot School (TPS) SOW Paragraph (d)(1)(B)(4) NTE 5 Students total per the grouped training FY19 OPTION PERIOD  FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1905		109	Each		
OPTION	Additional Instruction for FFP Simulator/Ground Training Events to include: 1. VIP/Winging Events SOW Paragraph (d)(1)(C) 2. Simulator Event: Track Specific Event SOW Paragraph (d)(1)(D) 3. Simulator Event: Warm-Up Event SOW Paragraph (d)(1)(E) 4. Emergency Procedures (EP) Event SOW Paragraph (d)(1)(F) 5. Non-Systems Multi-Engine Ground School SOW Paragraph (d)(1)(G) NTE 109 Students total per the grouped events FY19 OPTION PERIOD  FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1906		1	Lot		NSP
OPTION	Technical Data (CDRLs) - NSP FFP Section J Exhibit B: B001 and B002 FY19 OPTION PERIOD FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		\$
OPTION	T-44C CACT Training Instruction Services FFP Number of Trainees 910 in accordance with the Statement of Work and Government-furnished syllabi/curricula FY20 OPTION PERIOD FOB: Destination				

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Additional Instruction for FFP Advanced Multi-Engine MPTS Flight Training SOW Paragraph (d)(1)(A) NTE 67 Students FY20 OPTION PERIOD  FOB: Destination	67	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Additional Instruction for FFP The Multi-Engine Flight Instructor Training to include: Instructor Upgrade Training (IUT) SOW Paragraph (d)(1)(B)(1) NTE 4 Students FY20 OPTION PERIOD  FOB: Destination	4	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		5	Each		
OPTION	Additional Instruction for FFP				
	Transition Training to include:				
	1. Copilot Training SOW Paragraph (d)(1)(B)(2)				
	2. Aircraft Commander Upgrade Training SOW Paragraph (d)(1)(B)(3)				
	3. Naval Test Pilot School (TPS) SOW Paragraph (d)(1)(B)(4)				
	NTE 5 Students total per the grouped training				
	FY20 OPTION PERIOD				

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		109	Each		
OPTION	Additional Instruction for FFP				
	Simulator/Ground Training Events to include:				
	1. VIP/Winging Events SOW Paragraph (d)(1)(C)				
	2. Simulator Event: Track Specific Event SOW Paragraph (d)(1)(D)				
	3. Simulator Event: Warm-Up Event SOW Paragraph (d)(1)(E)				
	4. Emergency Procedures (EP) Event SOW Paragraph (d)(1)(F)				
	5. Non-Systems Multi-Engine Ground School SOW Paragraph (d)(1)(G)				
	NTE 109 Students total per the grouped events				
	FY19 OPTION PERIOD				

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		1	Lot		NSP
OPTION	Technical Data (CDRLs) - NSP				
	FFP				
	Section J Exhibit B: B001 and B002				
	FY20 OPTION PERIOD				
	FOB: Destination				

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NET AMT

Section C - Descriptions and Specifications

**C.1 STATEMENT OF WORK/TECHNICAL DATA**

(a) The specific requirements of this contract are identified in:

Section C.3 of the RFP.

(b) Technical Data and Information requirements (DD Forms 1423) of this contract are identified in Exhibit B.

**C.2 COMMUNICATIONS**

To the greatest extent practicable, communications between the Government and Contractor shall be accomplished electronically. When the Contractor desires or is required to submit formal letters or other communications to the Government, it shall do so by attaching a copy of the communication (MS Word or Excel (2000 version or later), or Acrobat compatible) to an e-mail addressed to the proper Government representative. Submission of a hard copy will not be necessary.

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**C.3 STATEMENT OF WORK**

**STATEMENT OF WORK (SOW)  
6643-A-0402**

**CNATRA  
T-44C TRAINING**

## Section C - Descriptions and Specifications

**ACRONYMS**

The following definitions are provided for acronyms that may be used in this solicitation/contract:

AC	- Aircraft Commander
ACO	- Administrative Contracting Officer
ACOR	- Alternate Contracting Officer's Representative
ACRN	- Accounting Classification Reference Number
ACT	- Aircrew Coordination Training
AOM	- Aircraft Operating Manual
AR	- As Required
ATA	- Air Transport Association
ATC	- Approved Training Curriculum
ATP	- Air Transport Pilot
ATS	- Approved Training Syllabus
CACT	- Command Aircraft Crew Training
CAMP	- Continuous Airworthiness Maintenance Program
CFR	- Code of Federal Regulations
CFT	- Cockpit Familiarization Trainer
CNATRA	- Chief of Naval Aviation Training
CRM	- Crew Resource Management
COMS	- Contractor Operations and Maintenance Services
COR	- Contracting Officer's Representative
CP	- Copilot
CPT	- Cockpit Procedures Trainer
CSD	- Contract Start Date
CTN	- Class Training Number
DFARS	- Department of Defense Federal Acquisition Regulation Supplement
FAA	- Department of Transportation (DOT) Federal Aviation Administration
FS	- Flight Simulator
FTD	- Flight Training Device
FTI	- Flight Training Instruction
FY	- Fiscal Year
GPS	- Global Positioning System
GTO	- Ground Training Officer
ICW	- Interactive Courseware
IFR	- Instrument Flight Rules
IFT	- Instrument Flight Trainer
IMC	- Instrument Meteorological Conditions
IP	- Instructor Pilot
IUT	- Instructor under Training
LO	- Lot
MAX	- Maximum
N/A	- Not Applicable
NATOPS	- Naval Air Training and Operating Procedures Standardization
NATRACOM	- Naval Air Training Command
NAVAIR	- Naval Air Systems Command

NAVEDTRA	- Naval Education and Training
NSP	- Not Separately Priced
NPSI	- Navy Portable Source Initiative
OEM	- Original Equipment Manufacturer
PCO	- Procuring Contracting Officer
POC	- Point-of-contact
PL 21	- Proline 21
PF	- Pilot Flying
PNF	- Pilot Not Flying
POC	- Point-of-Contact
PTO	- Pipeline Training Officer
PTT	- Part Task Trainer
QTY	- Quantity
RFT	- Ready-for-Training
STU	- Student (trainee/PUI)
TACAN	- Tactical Air Navigation
TBN	- To Be Negotiated
TPS	- Test Pilot School
UTD	- Unit Training Device
VFR	- Visual Flight Rules
VMC	- Visual Meteorological Conditions

#### **STATEMENT OF WORK**

(a). **GENERAL SCOPE:** The objective of this document is to specify requirements to contract pilot training for the Navy T-44C ProLine 21(PL21) aircraft. The T-44C is a Navy configured Raytheon/Beechcraft King Air C-90 with a modified ProLine 21 avionics suite (see T-44C aircraft description).

The Chief of Naval Aviation Training (CNATRA) requires the following individual pilot training courses:

- 1 **Advanced Multi-Engine, Multi-Service Pilot Training System (MPTS) Flight Training**  
(CNATRAINST 1542.147 series and/or CNATRAINST 1542.168 series)
2. **Multi-Engine Flight Instructor and Transition Training** (CNATRAINST 1542.153 series.)

These T-44C training courses require both classroom academic and practical training using T-44C FTDs and UTD/IFTs.

The contractor shall be required to provide:

- all qualified instructors,
- the applicable T-44C Unit Training Device(s)(UTD)/Instrument Flight Trainer(s)(IFT)
- FAA Level 6 equivalent T-44C Flight Training Device(s) (FTD(s) (equipped with FAA Level D equivalent visual system) necessary to support all training and projected student throughput described herein.
- all support personnel required to operate and maintain the devices and any additional labor required for supervising and administering classroom and simulator training

The Government will provide:

- Facilities capable of supporting a combination of 8 T-44C FTDs and UTD/IFTs.
- Two (2) basic T-44C Instrument Flight Trainers (SN 4 and SN 5) with Government provided Contractor Operations and Maintenance Services (COMS) support (until expended);
- All required course curriculum/syllabi;
- Any additional Government specific courseware/materials needed for the training of T-44C pilots.

The contractor provided FTDs required shall simulate the performance and functional operation of CNATRA's T-44C aircraft and shall minimally meet FAA Level 6 FTD certification requirements, as defined under current 14 CFR Part 60 (FAA certification is not required). In addition, the FTDs shall provide a freeze and reset capability and an FAA Level D equivalent or higher visual system (as described in 14 CFR Part 60) capable of projecting a minimum 220-degree horizontal (minimum -110 degrees [LEFT] and +110 degrees [RIGHT]) by a 60-degree vertical (+28 degree UP (unless restricted by hardware induced optical obstruction) and -32 degrees DOWN plus or minus 1 degree), continuous collimated visual field of view and simulate Visual Meteorological Conditions (VMC), Instrument Meteorological Conditions (IMC), day, night, dusk and twilight conditions. The contractor shall provide training in Buildings 1824, 89 and 83 at NAS Corpus Christi, Texas. The Government will provide, as Government Furnished Information (GFI), access to the Navy Common visual database (Navy Portable Source Initiative (NPSI)) containing all required airfields and models. The contractor may be requested to update the airfields and models. If updates are required, the cost will be negotiated in accordance with the Changes clause. The contractor shall use the Government-furnished facilities (Buildings 1824, 83 and 89) and course curriculum/syllabi in conducting all classroom and simulator training. All instructors shall have a minimum of 1000 flight hours, have knowledge of Department of Defense (DOD) rules and regulations governing aircraft operations, and be either a prior military pilot or possess an FAA flight instructor certificate with an instrument rating. (Refer to section C, paragraph (b)(2)(xii-xiii)).

Training Integration Management System (TIMS). The COR shall utilize TIMS. TIMS is a standardized computer-based integrated training management system mandated by the Naval Air Training Command (NATRACOM). TIMS is designed to administer all aspects of undergraduate flight training. It consists of computer hardware, software, communication systems, networks and peripheral equipment necessary to support all naval aviation training curricula. All management personnel, instructors and students assigned or contracted to the NATRACOM shall be provided access to, and use, TIMS. TIMS facilitates flying and ground-based training activities, including schedule development and execution, creation of grade sheets and all flight records, resource allocations, all instructor qualifications and currencies, academics/computer aided instruction (CAI), long range planning and reports on all student performance/progress; to include, instructor and management summary reports at all levels of the NATRACOM. TIMS is a CNATRA headquarters, TRAWING, Squadron, and contract support "centric" system. No other management systems are authorized to support Navy undergraduate flight training.

## **(b). REQUIREMENTS:**

### **(1). COURSES:**

**(i) Advanced Multi-Engine Multi-Service Pilot Training System (MPTS) Flight Training (CNATRAINST 1542.147G) and/or, when available, a future migrated curriculum/syllabus (See DRAFT copy of the CNATRAINST 1542.168 Migration Syllabus):** The mission of the Advanced Multi-Engine MPTS Flight Training is to develop multi-engine flight skills while emphasizing instrument flying and crew coordination. At the successful completion of this phase of aviation training, the flight student will be designated a naval aviator / pilot qualified in multi-engine aircraft, and will have earned a standard instrument rating. Course training requirements will be as currently defined in Advanced Multi-Engine MPTS (CNATRAINST 1542.147G) or subsequent migrated syllabus when implemented (CNATRAINST 1542.168 Migration Syllabus). Training will be performed at a Government provided facility (Buildings 89, 83 and 1824), using government and contractor provided T-44C UTD/IFTs and contractor provided FTDs and instructors. The contractor shall use Government provided curriculum/syllabi and courseware in conducting this course. The typical class size for this training course will be approximately 6-8 students.

**NOTE:** The Advanced Multi-Engine-Service Pilot Flight Training, as currently taught under CNATRAINST 1542.147G will be modified or "migrated" at a future date (see DRAFT CNATRAINST 1542.168 Migration Syllabus). This new or migrated curriculum/syllabus will require additional simulator (FTD) flight time as some of the actual flight missions will be "migrated" over to simulator missions. The government plans to begin using the new "migrated" curriculum/syllabus after delivery of the first contractor provided FTD or early FY 2015. As additional contractor provided FTDs are delivered, the percentage of students taught under the new migrated



syllabus (CNATRAINST 1542.168) will increase and those students taught under the current CNATRAINST 1542.147G will decrease. Once all contractor provided FTDs are delivered, the current CNATRAINST 1542.147G and syllabus will no longer be used as all incoming students will be taught under the new migrated syllabus (CNATRAINST 1542.168). The migrated syllabus events can be seen in the DRAFT CNATRAINST 1542.168 Migration Syllabus.

(ii) **Multi-Engine Flight Instructor and Transition Training (CNATRAINST 1542.153C)**: The mission of the Multi-Engine Flight Instructor and Transition Training is to provide designated aviators with appropriate flight procedures, instructional methodologies and techniques to qualify as Copilot (CP), Aircraft Commander (AC) or as Instructor Pilot (IP). Course training requirements will be as defined in Multi-Engine Flight Instructor and Transition Training (CNATRAINST 1542.153C). Training will be performed at a Government provided facility (Building 1824, 83 or 89) using Government and contractor provided T-44C UTD/IFTs and contractor provided FTDs and instructors. The contractor shall use Government provided curriculum/syllabi and courseware in conducting this course. Trainees will be designated military aviators prior to attending this course. The typical class size for training under CNATRAINST 1542.153C is two students.

A. **The Multi-Engine Flight Instructor training (CNATRAINST 1542.153C)** consists of the following course:

1) **Multi-Engine Flight Instructor Under Training (IUT) Course:**

IPs will instruct undergraduate flight students in the Advanced Multi-Engine MPTS and Intermediate E-2/C-2 phases of flight training and will complete the Instructor Under Training (IUT) Multi-Engine Flight Instructor curriculum consisting of instrument flight rules, systems and aerodynamics courses, five CPT events, six Radio Instrument (RI) events and a defensive positioning event. This equates to 60 student academic events and twelve (12) simulator events which are to be conducted in accordance with CNATRAINST 1542.153C.

B. **Transition Training (CNATRAINST 1542.153C)**: Transition Training of Naval Test Pilot School Preparatory (TPS), Copilot (CP), and Aircraft Commander (AC) Training is designed to prepare designated pilots with dissimilar flying experience for Naval Test Pilot School or Maritime Patrol Fleet Replacement Squadron duty and consists of the following:

- 1) **Naval Test Pilot School (TPS)**: The TPS curriculum consists of systems and aerodynamics courses, five (5) CPT events and six (6) Radio Instrument (RI) events. This equates to 40 student academic events and eleven (11) simulator events which are to be conducted in accordance with CNATRAINST 1542.153C (TPS curriculum).

**NOTE:** The above listed "Transition Training" curriculum can be performed in the following two separate and distinct training blocks as listed below:

2.) **Copilot Training:**

Copilot Training is the first block of AC Training and consists of the systems and aerodynamic courses as well as the first five CPT events. This equates to 40 student academic events and five (5) simulator events, which are to be conducted in accordance with CNATRAINST 1542.153C (CP curriculum).

3.) **Aircraft Commander Upgrade Training:**

The second block of AC training consists of two (2) Basic Instrument and three (3) Radio Instrument (RI) simulator events. This portion of training does not include any contract ground school and is limited to the five (5) simulator events identified above. This training is to be conducted in accordance with CNATRAINST 1542.153C (AC curriculum).

**NOTE:** All ground training classes (G02xx (IFR), G03xx (Systems) and G04xx (Aero)) required under Multi-Engine Flight Instructor and Transition Training (CNATRAINST 1542.153C) shall be conducted in conjunction with the same academic ground training provided to all students (winged and non-winged) receiving T-44C training on this contract as described in paragraph (b)(1)(iii) below. (i.e. There is no need to conduct separate academic ground training classes for a student attending the Advanced Multi-Engine Multi-Service Pilot Training System (MPTS) Flight Training (non-winged student) or the Multi-Engine Flight Instructor and Transition Training (winged student)).

(iii) **Ground School / Classroom Instruction:** Contract Instructors shall be responsible for all applicable T-44C multi-engine classroom academic instruction using Government provided syllabus/curriculum. This includes all (non-systems) multi-engine track ground training curriculum.

(iv) **Simulator Event: Track Specific Event:** This simulator event is to be flown by each USCG, USMC C-130, and USMC Tiltrotor student military aviator receiving multi-engine training at Training Wing FOUR in accordance with the applicable track. This event applies to students tracking specific weapon systems pipelines, making each "track" unique in specific simulator events as described in CNATRAINST 1542.147G and/or CNATRAINST 1542.168 as required.

(v) **Warm-Up Event:** This simulator event shall be 2.5 hours in length (1.5 hour FTD/UTD/IFT time and 1 hour brief/debrief) and used to practice flight and navigation procedures as required. This event may involve one or two students but must include a contractor provided instructor.

(vi) **Emergency Procedures (EP) Event:** An annual EP simulator event shall be 2.5 hours in length (1.5 hour FTD time and 1 hour brief/debrief) and shall consist of a minimum of 10 emergencies. This event may involve one or two students but must include a contractor provided instructor.

(vii) **VIP/Winging Events:** These events are normally in direct support of Student Winging days and take place approximately every three weeks on average. They are normally scheduled to take eight (8), simulator event periods (approximately 1.5 hours each in duration) on Winging days (or single events for VIPs) and require the presence of a contract simulator operator to monitor the simulator (Instructor is NOT required).

(viii) **Non-Systems Multi-Engine Ground School:** The Non-Systems Multi-Engine Ground School shall be conducted for students not enrolled in the T-44C Advanced Multi-Engine Multi-Service Pilot Training System Flight Training program (i.e. TC-12 students), but require the same non-systems academic training. Training will be performed in a Government provided facility (Building 1824, 83 or 89) and consist of a total of approximately 129 academic training hours conducted over a period of approximately 16.5 training days. The contractor shall provide Non-Systems Multi-Engine Ground School to students in accordance with CNATRAINST 1542.147G, which shall include the following specific blocks of instruction:

- **Instrument Flight Rules** - Phase I (G02xx, 39.5 hours/5.5 days in length) encompassing navigation aids, navigation procedures, meteorology, military and FAA flight rules;
- **Aerodynamics** - (G04xx, 24.5 hours/3 days in length) aircraft specific aerodynamics with weight & balance procedures;
- **Visual Navigation** - (G05xx, 19 hours/2 days in length) to include visual flight rules concepts, chart interpretation and usage, CR2 computer usage, mission planning;
- **Joint Mission Planning System** - (N02xx, 24 hours/3 days in length) to include further visual navigation mission planning and chart preparation;
- **Instrument Flight Rules** - Phase II (G08xx, 22 hours/3 days in length) including DD175 usage, fuel log, exercises and review and IFR final exam.

Reference CNATRAINST 1542.147G for full details of each block of training.

**\*\* Note:** *TC-12 G04xx (Aero) will be taught separate from T-44C G04xx. With the exception of G04xx, all classes shall be conducted in conjunction with the same academic ground training provided to all students receiving T-44C training on this contract as described in paragraph (b)(1)(iii) above.*

The Government reserves the right to change/update the syllabus without extending the overall course length at no additional cost to the Government. Change/update is not considered a change as identified in the Changes Clause – 52.243-1 of the contract.

(2). OTHER REQUIREMENTS:

(i). **Daily Training Schedule and Crew Rest:** The normal length of a training day is 16.5 hours (0530-2200), Monday through Friday. However, weekends and holidays may be scheduled if required to ensure student throughput. In cases where weekends and/or holidays are necessary the contractor shall notify the Government at least 48 hours prior and if COMS support is required. The contractor shall insure that instructors and devices are available to meet the required daily schedule. Individual student training day is as defined in the applicable curriculum but will generally allow for no more than 12 hours of training per day.

(ii). **Maneuvers/procedures:** All maneuvers/procedures shall be in accordance with the applicable course curriculum, flight training instruction (FTI), the T-44C NATOPS manual, Navy Standard Operating /Supplemental Procedures or Aircraft Operating Manual (AOM). Navy manuals, procedures and checklists shall take precedence over the OEM's AOM. The T-44C Model Manager (or representative) shall provide the contractor all applicable training documents as specified within this SOW. Trainees will bring their own copy of Navy manuals (NATOPS/Supplements) to T-44C pilot classes when applicable. All pilot courses shall use and train on Government provided DOD approach plates.

(iii). **Trainee Course Evaluation:** Each trainee will complete a course evaluation form at the end of each stage of training (before leaving the training facility). Evaluation form format and content shall be approved by the Pipeline Training Officer (PTO)/ACOR. It will become part of the End-of-Course deliverable submission. Refer to Section C, paragraph (c)(2)(i-iii).

(iv). **Course Exams:** All course trainees must pass applicable academic exams as described in their respective curriculum by a score of 80% or higher out of a total correct of 100%.

(v). **Location:** Training will be conducted at a Government provided facility (Building 1824, 83 or 89) located at NAS Corpus Christi, Texas.

(vi). **Trainee Simulator Flight Performance Criteria:** Trainee performance during training shall be evaluated and documented by the contractor using course training standards and absolute maneuver grading in accordance with the applicable curriculum.

(vii) **Government Furnished Devices:** The Government (CNATRA) will make available for use by the contract instructors, two partially capable hydraulic motion, non-visual, Instrument Flight Trainers (IFT) configured with a simulated ProLine 21 avionics suite. These devices can be used to accomplish all Basic-Instrument and some Radio-Instrument syllabus events (11 out of 31 migrated syllabus events). These two devices are designated as SN4 and SN5 and will be available for use by the contract instructors until delivery of the contractor provided UTDs/IFTs.

Contract Instructors shall be required to be proficient in the operation and use of these Government furnished devices in order to conduct the required training. Contract instructors will only be required to use these devices as a supplement to the contractor provided T-44C FTDs and UTD(s)/IFT(s) in conducting the applicable syllabus training. All maintenance and logistics support of Government provided devices (SN4, and SN5) will be provided by the Government under a separate contract.

(viii). **Major Contractor Provided Equipment:**

**(A) Unit Training Device (UTD)/ Instrument Flight Trainer (IFT):**

- (1) The contractor shall provide a minimum of two (2) Unit Training Devices (UTDs)/Instrument Flight Trainers (IFTs) in courses where a requirement is delineated. A T-44C Unit Training Device (UTD) is defined as a Procedural Trainer that provides all the capability of the cockpit, flight parameters and Input-Output-System (IOS) portion of a T-44C Level 6 equivalent Advanced Aviation Training Device (AATD), except with **no visual system**. The T-44C UTD/IFT(s) shall be capable of performing all maneuvers and training as specified in the specific course curriculum/syllabi as mentioned herein.
- (2) Each UTD/IFT shall be used to train:
  - cockpit procedural training
  - instrument procedures
  - instrument crosscheck
  - instrument take-off and precision and non-precision approaches
  - high altitude navigation
  - in-flight planning
  - in-flight communications
  - strange field procedures

Additionally, each UTD/IFT shall be used as a platform to train all aspects of emergency procedures from recognition to logical conclusion. Specific events are listed in CNATRAINST 1542.147G.

The contractor shall provide a minimum of two (2) T-44C UTD/IFT(s) which minimally meets the requirements of a "non-visual" FAA Advanced Aviation Training Device (AATD) as defined in FAA AC 61-136 (FAA certification not required) for courses where a syllabus requirement is delineated. The UTD/ IFT(s) shall depict the applicable T-44C cockpit system(s) (e.g., avionics, electronics, switches and controls) and have student input and trainer system indications/responses (action-reactions capability) which replicate the T-44C flight parameters, response and handling characteristics as described in the NATOPS manual and applicable FTIs.

The contractor shall certify that the UTD/IFT(s) function at a minimum fidelity as described within this SOW and IAW the Minimum Equipment System Matrix (MESM). Each device shall have freeze/reposition/reset capability. The UTD(s) shall have a remote operating capability which allows the Instructor to control training events while acting as copilot.

**NOTE:** The Government will provide and support (COMS) devices SN4 and SN5 (non-visual IFTs addressed in paragraph (b)(2)(vii) above) until delivery of the contractor provided UTD/IFT(s). The Contractor provided UTD/IFT(s) will be used to replace the training currently provided by devices SN4 and SN5.

**(B.) Flight Training Devices (FTD):**

- 1) The contractor shall provide a minimum of four (4) T-44C FTDs which shall minimally be FAA Level 6 equivalent as specified in the current 14 CFR Part 60 (FAA certification is not required), to augment the T-44C aircraft flight-training curriculum. In addition, the contractor shall certify that the FTDs function at a minimum fidelity as described within this SOW and IAW the Minimum Equipment System Matrix (MESM) and Visual Database Requirements as described in NPSI. Each simulator shall have freeze/reposition/reset capability and seat motion cueing (i.e vibration during stall, etc). The FTDs shall have a remote operating capability which allows the Instructor to control training events while acting as copilot.
- 2) Each FTD will be used in tasks that minimally include:
  - visual overhead pattern
  - visual flight maneuvering
  - Visual Flight Rules (VFR) low level

- Search and Rescue (SAR) flights
- formation flight to include: One (1) T-44 to fly formation off of and one (1) air refueling tanker to include a KC-135 and KC-130
- Air-Air refueling: Include in-flight refueling from a KC-135 and KC-130
- instrument navigation
- high altitude navigation
- transition to land
- engine out work
- dynamic engine cuts
- stalls and post stall flying characteristics,
- ditching
- visual (day, dusk and night) approaches
- circling approach transitions and emergency procedures

Accordingly, a FAA Level "D" equivalent or higher visual system capable of projecting a minimum 220-degree horizontal (minimum -110 degrees [LEFT] and +110 degrees [RIGHT]) by a 60-degree vertical (+28 degrees UP (unless restricted by hardware induced optical obstruction) and -32 degrees DOWN plus or minus 1 degree), continuous collimated visual field of view shall be provided. The open-architecture visual system database shall have accepted navigational aids and airfields as specified in accordance with NPSI, the **Simulated Training Area document** and **Low Level Points Chart**, providing pilots with maximum training value. The database shall include terrain with texturing, cultural features such as roads, rivers, buildings, bridges, etc., and a detailed representation of the fields within the modeled training area of operations. Critical VFR checkpoints in the Corpus Christi area of operations shall be identifiable from the FTD cockpit. The database shall minimally include the airfields and operating area normally used within the curriculum and as identified in the Simulated Training Area document and Low Level Points Chart. The Operating area is defined as: CONUS between 25° N to 31°N and 94° W to 101°W, and overwater: A632B and W228A/B/C/D. Primary airfields (1m resolution within 5NM): KNGP, KCRP, KNGW. The Government reserves the right to request the contractor augment or replace the visual database, or implement hardware or software changes, as training requirements dictate, at Government expense.

3) Each FTD shall also be used to train in:

- Day and Night low level and instrument procedures
- instrument crosscheck
- instrument take-off and precision and non-precision approaches
- high altitude navigation
- in-flight planning
- in-flight communications
- strange field procedures
- transition from instrument to visual flight conditions and transition to land.

Additionally, each FTD shall be used as a platform to train all aspects of emergency procedures from recognition to logical conclusion. Each FTD shall have a windscreen structure that represents viewing obstructions in the aircraft and shall have a full fidelity cockpit that replicates the T-44C response and handling characteristics as described in the NATOPS manual and the applicable FTIs. The FTDs shall be capable of performing all maneuvers and training as specified in the course curriculum/syllabi as mentioned herein.

(C) General Device Requirements:

- 1) Each FTD and UTD shall be equipped with a student debrief capability similar to the Computer Aided Debrief System (CADS) or Computer Aided Performance Analysis System (CAPAS) to capture instrument displays, performance, cockpit video and audio for future playback.
- 2) The contractor is required to advise the Ground Training Officer (GTO)/PTO/ACOR and COR in writing of any changes in FTD and/or UTD upgrades, modifications, or changes that may impact on FTD/UTD capabilities.
- 3) The contractor shall provide full maintenance support for all contractor provided T-44C FTDs and UTD(s)/IFT(s) as described herein. This support shall include adequately trained personnel, supplies, maintenance tools, equipment, and device spare parts sufficient to provide a level of maintenance to accomplish scheduled training. Each FTD/UTD shall be available 16 hours per day (0600-2200) on normal workdays. A normal workday is defined as between the hours of 0530 to 2230 (17.0 hrs) Monday through Friday excluding Government holidays. For required production surges, device time can be extended to 18 hours per day, and/or weekends and holidays. For instances when trainer availability is needed outside of a normal workday (i.e., during weekends and/or holidays), the contractor shall notify the government at least 48 hours prior to the start of the required training. The determination of availability shall be made solely by the GTO/ACOR or his/her designee. The minimum acceptable individual device availability, for scheduled training operations (training day and event), is determined by overall system functionality and minimum device equipment and fidelity standards identified in accordance with the standards for FAA level 6 FTDs and by the MESM.
- 4) Scheduled and unscheduled preventive maintenance to include alignment, inspections and cleanings shall be accomplished during scheduled down time or after the normal workday.
- 5) A Government provided T-44C pilot(s) shall fly and evaluate the T-44C FTD(s)/UTD(s) at destination prior to RFT in order to evaluate the FTD(s)/UTD(s) capabilities, fidelity and any deficiencies. The T-44C pilot(s) shall fly three profiles as provided in the following references:
  - 1) T-44C NATOPS, Chapter 10, "A" Profile (A card FCF),
  - 2) CNATRAINST 1542.147G, flight C4390 (Contact Checkride),
  - 3) CNATRAINST 1542.147G, flight I4890 (Instrument Checkride). The T-44C FTD(s)/UTD(s) shall meet the required fidelity IAW FAA Level 6 standards, the MESM, and applicable references as listed in paragraph (c)(3)(i).

Any Government noted deficiencies that do not meet these requirements and standards shall be corrected by the contractor prior to the device(s) being certified as RFT.

**NOTE:** *Each FTD/UTD shall not be considered RFT until delivered and accepted for use by the Government/NATOPS pilots as described in paragraph (b)(2)(viii)(C)(5) above. The contractor shall allow a minimum of 30 days to complete the acceptance process by Government/NATOPS pilots as described in paragraph (b)(2)(viii)(C)(5) above.*

(ix) **Physical Security:** The contractor is responsible to ensure all physical security of their property and furthermore, he/she shall be required to monitor access control of Buildings 1824, 83 and 89 during maintenance hours after the responsible Government personnel secure and leave the facility or when designated by the GTO/ACOR. The contractor shall immediately inform the Government of any suspected breach of security or access policies. The Government shall be responsible for the physical security of Building 83 where the FTD(s)/UTD(s) are housed and buildings 1824 and 89. The buildings shall be secured in accordance with base policy. All access doors, windows, etc., will be locked or alarmed at the Government's option. The contractor shall be responsible for physical security of rooms assigned in Buildings 1824, 83 and 89, to include simulator bays in building 83.

(x) **Mobilization, Contract Start and Training Delivery Plan:** A period of "Mobilization" shall occur between 5 December 2013 and 31 January 2014 for the purpose of hiring, training and certification of instructors and support personnel. Contract Start Date (CSD) shall begin 1 February 2014 and is defined as the period when CACT

contract Instructors begin training T-44C students as described herein. Ready for Training (RFT) is defined as the delivery and acceptance for use, by Government/NATOPS pilots, of the Flight Training device(s) (FTDs) and/or Unit Training Device(s) (UTDs). The total number of FTD(s)/UTD(s) will be based on projected T-44C student throughput and scheduling requirements. The FTD(s)/UTD(s) shall be ready for training (RFT), fully capable of student flight training events as listed for simulation IAW applicable course curriculum/syllabus and other references in paragraph (c) (3) (i), as follows: First FTD shall be RFT *no-later-than (NLT) – 1 November 2014*; Second FTD shall be RFT *no-later-than (NLT) – 1 December 2014*; Third FTD shall be RFT *no-later-than (NLT) 1 May 2015*, *Fourth FTD*, shall be RFT *no-later-than (NLT) 1 November 2015* and any other FTDs required provided 6-months after previous delivery; Both UTDs – delivered as soon as possible (but RFT *no-later-than 1 April, 2015*) to replace devices SN4 and SN5 in order to meet student throughput requirements and scheduling as defined in paragraph (d)(1). The contractor shall provide an FTD/UTD delivery plan to insure a seamless installation/transition. The delivery plan shall include a delivery schedule, a technical description of the approach for installation and convey an understanding of what is required. The delivery plan should minimally include a post-award and pre-mobilization meeting.

(xi) **Return of Equipment:** The contractor shall, within thirty (30) calendar days after the expiration of this contract, remove the FTD(s)/UTD(s) from Government site unless the contract term is renewed. All teardown, packaging and transportation of equipment shall be at the expense of the contractor.

(xii) **Contract Instructor Duties and Responsibilities:** Contract Instructors shall be responsible for all training as mentioned herein and in accordance with applicable local regulations. All work performed by contractor personnel shall be accomplished IAW the latest version of instructions, standards, and procedures specified in technical data, applicable syllabus/curriculum and supplements. The Government will provide and maintain current syllabus/curriculum. Latest procedural changes pertaining to flight will be coordinated with Government representatives to ensure correct procedures are utilized. The contractor shall provide simulator/classroom instructional services as specified in the schedule that is established by the Scheduling Authority, using the simulator and other training aids provided by the Contractor and Government to the degree required to accomplish curriculum requirements as listed in the applicable curriculum.

(A) Contract Instructor Primary Responsibilities include, but are not limited to:

- (1) Conduct scheduled Simulator training /missions.
- (2) Conduct scheduled classroom events in accordance with applicable syllabus/curriculum.
- (3) Grade and record trainee performance as required and in accordance with established criteria. (using TIMS)
- (4) Document trainee attendance and training accomplishments.
- (5) Evaluate and record trainer/FTD/UTD/IFT performance in accordance with established criteria.
- (6) Attend monthly standardization meetings

(xiii) **Contract Simulator Instructor Qualifications, Certifications and conditions of Performance:** Specific prerequisite training, experience and qualifications are required for T-44C instructors. The contractor shall document all training and qualification data for each instructor, to include dates of course completion, proficiency training and standardization checks. The following conditions apply.

(A.) **T-44C Contract Instructors shall minimally:**

- Be a prior military pilot or possess a FAA flight instructor certificate with Airplane-Multi-Engine and Instrument-Airplane ratings.
- Have a minimum of 1000 flight hours, knowledge of DOD rules and regulations governing aircraft operations and the use of DOD forms and documents for aircraft instrument flight operations.

- (B.) **Instructor Certifications:** The following shall be satisfactorily completed, including scheduled exams, by the contract instructor prior to certification:
- (1) Instructor must fly in the FTD/UTD/IFT and demonstrate proficiency in each curriculum stage maneuver, monitor each stage and instruct each curriculum stage maneuver, all under the supervision of a qualified Government or contract instructor. This will be accomplished for all curriculum events within the stage of training that the instructor will become qualified to instruct.
  - (2) Complete Instrument Ground School, and instrument examination, if not attended within the past year and annual renewals thereafter of the certification.
  - (3) Pass a standardization check conducted by a check instructor.
  - (4) Instructors will qualify in NATOPS open book, closed book, boldface and stage qualification exams and annually renew these qualifications.
- (C.) **Classroom Instructors:** Classroom instruction includes both platform academic instruction and Interactive Courseware (ICW) Classroom instruction. Classroom Instructor Training/Requirements are as follows:
- (1) Classroom Instructors assigned to teach classroom instruction must complete the academic instructor-training course. Contract instructors assigned to classroom instruction shall be a graduate of military instructor training course or its equivalent, as approved by the Government. The standard used for this requirement shall be the Navy's Instructor Training Course, A-012-0077.
  - (2) Classroom Instructors shall observe at least two complete courses of instruction, taught by a qualified Government or contract instructor, in the specific class he/she will teach prior to teaching that class. The instructor will then teach one complete course with a qualified check instructor present, observing his/her performance, using Instructor Evaluation Checklist NETC 1500/4 (4-09) as found in enclosure (2) of NETCINST 1500.5A. (or its equivalent) to record the results. If the observer awards an adjective evaluation of adequate or higher, the prospective instructor will be certified to perform contract instruction in that course. If the instructor is to be certified in another course, the same procedure will be followed.
  - (3) ICW/Electronic Classroom (EC) Instructor. The instructor(s) assigned to the ICW Classroom shall have a working knowledge of each phase of NATRACOM flight training curriculum and all courseware curricula utilized in the ICW classroom to which assigned. In addition, the instructor shall have a working knowledge of the administrator functions associated with the courseware presentation programs outlined in the ICW/EC Training System Utilization Handbook. Utilizing this knowledge, the instructor must be capable of inducting new students into the system, purging old students, generating performance reports and fielding random queries regarding student's progress and performance.
- (D.) **Proficiency Training:** The contractor shall be responsible for training instructors on FTD/UTD/IFT operating procedures, instructor operation station procedures, device modifications and changes and provide any ongoing training to maintain adequate proficiency to meet the requirements of this contract. Contract Instructors shall attend initial and recurrent annual, Government provided, Crew Resource Management (CRM).
- (E.) **Currency of Qualifications:**
- (1). Simulator Instructors shall conduct at least one student instructional simulator event per stage qualified in each thirty-calendar days to maintain instructor currency. Each instructor shall take an



annual written examination in each stage of flight instruction in which he/she is current and receive an annual practical (simulator) check. Contractor check instructors shall receive their initial and annual written and designated practical checks from government check instructors. Any simulator instructor who receives a failing grade of unsatisfactory on any standardization examination or standardization check event shall not instruct in the phase until he/she obtains a passing grade on a subsequent standardization examination or simulator standardization check. A Government provided, NATOPS Qualified, Flight Evaluator shall train a Contractor provided Instructor(s) to perform NATOPS flight evaluations on Contract Instructors. The NATOPS qualified Contract Instructor shall conduct annual and/or random standardization checks on Contract simulator instructors. The Government may observe any contractor personnel in the execution of instructional duties.

- (2). Classroom Instructors shall teach each course a minimum of one (1) time every quarter and maintain an adjectival grade of "adequate" in order to maintain currency. The Instructor Evaluation Checklist NETC 1500/4 (4-09) as found in enclosure (2) of NETCINST 1500.5A. or equivalent will be used as the evaluation document.
- (3). ICW/Electronic Classroom Instructors shall be evaluated annually, or as required, by a government representative using The Instructor Evaluation Checklist NETC 1500/4 (4-09) as found in enclosure (2) of NETCINST 1500.5A or equivalent. The instructor must maintain at least an adjectival grade of satisfactory to retain currency.

(xiv). **Special Projects and Training:** The contractor shall perform functions described below on a case-by-case basis when required by the government. This work shall include:

- (A). **Special Training.** The contractor personnel shall attend security, safety training, Annual Information Assurance Training (Government CAC required), and other emergent training as required by the government. This training includes safety stand down training in accordance with local regulations and directives.
- (B). **Special Simulator Device Meetings.** The contractor shall provide Subject Matter Experts (SME) to attend meetings pertaining to Service Life Extension Programs (SLEPS), modifications, and/or operational requirements.
- (C). **Curriculum Development Projects and Revisions.** Occasionally a new or major revision to a course of instruction requiring a dedicated effort beyond the effort routinely expended may occur. The contractor shall assist in the development and/or revision of curricula as SMEs in accordance with NAVEDTRA 130B and CNATRAINST 1550.6E when requested and identified as a special project by the GTO/COR/ACOR.

(xv) All courses shall be presented as delineated in the applicable Government provided curriculum/syllabus. Any modifications or changes to the syllabus require Government approval prior to use.

(xvi). All subcontracting agreement(s) must insure capability and availability of subcontracted equipment/trainers/simulators/facilities/materials/instructors or other course necessities for use in T-44C training courses specified in Section C. The contractor must provide for and ensure availability of simulator device time that will meet training criteria, scheduling and throughput requirements specified herein.

(xvii). **Safety and Security:** The Contractor shall comply with all local, state and federal regulations and standards as they apply to support and supplies. Contractor personnel working on-site in the trainer complex must have a security clearance as specified in accordance with local Standard Operating Procedures. Additionally, all on-site personnel shall be required to comply with any and all COMTRAWING FOUR and NAS Corpus Christi instructions, directives, rules and regulations as they apply to contract base activities and personnel. Contractor personnel shall be subject to security and safety inspections and investigations at all times and shall report

immediately any accident or incident with security or safety implications. Personnel shall also report any other conditions or incidents, which could be reasonably expected to be of interest to the Government, such as damage to Government property.

(xviii). **Appearance and Conduct.** The Contractor shall be responsible for the supervision and conduct of all his/her employees. The Contractor's personnel shall conduct themselves in a proper and efficient manner at all times. Contractor personnel shall wear the type of clothing that is worn by their counterparts in business and industry. In the simulator, storage and other industrial areas, clothing and shoes must conform to safety regulations. A Contractor furnished nametag with at least the employee's last name shall be displayed and worn along with a Government-furnished badge.

(xix) The GTO/ACOR or his/her designated representative will monitor quality of Contractor instruction and availability of the FTD/UTD. Contractor performance shall be measured in terms of "hours of simulator instruction time lost" as defined in the Quality Assurance Surveillance Plan (QASP).

**(c). ADMINISTRATION AND DELIVERABLES:**

**(1). ADMINISTRATION:**

(i). **Scheduling:** The Government will provide an estimated yearly and quarterly training plan to assist the contractor in determining approximate annual staffing level requirements. Scheduled training of classes and events will occur on both a weekly and daily basis by the Squadrons. The annual plan shall include known holidays and notional planned safety stand-down dates. Classes are started every two or three weeks and typically consist of 2-12 students.

(ii). The Government will provide the Contractor a quarterly training plan to assist on the expected course start dates and times along with tentative room assignments for those courses.

(iii). Each week, no later than close of business on Wednesday, the Government will provide the contractor an estimated daily simulator requirement for the following week. The Government will also provide an estimate of requested weekend simulator events (if required) for "that" week at the same time. The weekend event numbers shall be finalized on Thursday no later than 1500, Central Standard Time CST.

(iv). The Contractor shall provide the COR and on-site ACOR a class roster via facsimile (FAX) or email on the first day in which classes/events begins and/or a separate line item occurs (VIP/WINGING, Emergency Procedures, warm-up, track specific event, etc.). The class roster shall minimally include the following information for each trainee/student: trainee/student's name & rank, military Branch, course title, course and course date. The COR will then assign each student a unique Training Number (CTN) that identifies the contract line number, platform, course title, and class start date. The Government will schedule all training in accordance with the applicable curriculum/syllabus. At the discretion of the Government, training shall allow full or partial crews. The standard T-44C crew size is two-pilots. In the event of a singular trainee with no scheduled copilot, the Contract Instructor shall act as copilot.

(v). Class periodicity shall be scheduled to allow for year-round availability that meets estimated trainee throughput rates delineated in Section C, paragraph (d)(1).

(vi). The contractor will be due full payment in accordance with the QASP (Attachment 2). Special considerations will be made under the following circumstances:

In the event that any student, once enrolled, must withdraw from training due to medical or emergency leave, the contractor will be due full payment as if the student had completed the training. If the student returns within 120 days after the date of withdrawal, the contractor shall be responsible to continue with the student's training at no additional charge even if some repeat training is required to ensure successful completion.

In the event that any student, once enrolled, experiences academic difficulties during training, the contractor shall immediately notify the GTO/ACOR. The GTO/ACOR will consult with the student and instructor to determine if additional or repeat training will facilitate the student's ability to successfully complete the course. If the GTO/ACOR determines that additional or repeat training is required, the contractor shall provide additional training as called for in each syllabus and allow the student to repeat the training (not to exceed 30 academic hours and/or 4 additional simulator events beyond the syllabus requirements per student) at no additional cost to the Government.

(vii). The Contractor shall be responsible for training any students that may currently be in the "pipeline" as of the initial CSD date of 1 January, 2014. If the student is not half-way completed (For non-winged students: C4501, for winged students: C2105), the contractor shall be given full credit in FY14.

(viii). deleted

(ix). The Contractor shall retain sole administrative and supervisory responsibility for all Contractor personnel. The Site Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contractor shall designate a Site Manager and an on-site Shift Supervisor for each shift maintained. This in no way precludes the Site Manager from performing as a Shift Supervisor, and shall in no way be construed as Government direction in the matter of labor mix or supervisory overhead factors. Rather, this has been required solely to ensure proper communication between the Contractor and the Government. The on-site Supervisor will have authority over Contractor personnel relative to the performance of operation and maintenance services rendered under the contract. The Site Manager or Shift Supervisor shall be the focal point for routine day-to-day interface with the Government.

(x) Contract Instructors shall attend quarterly standardization meetings and receive additional training as required by the Government.

(xi) Contractor Quality Control Plan:

(A) The contractor shall provide, maintain, and utilize an effective Quality Control (QC) program to ensure proper compliance with all instructional requirements, practices, and procedures. The program shall assure adequate quality of instructional performance and shall provide for:

- (1). Methods for identifying, preventing, and correcting deficiencies in the quality of the service performed before the level of performance becomes unacceptable.
- (2). A file on all inspections/checks conducted and the corrective action taken. This file shall be made available to the government during the term of this contract.
- (3). Methods for dealing with unacceptable individual instructor performance, such as but not limited to the following examples:
  - (a) Mission incomplete due to inadequate instructor performance.
  - (b) Failure to protect/properly operate government property.
  - (c) Personal acts that endanger the health or safety of government/contractor personnel.
  - (d) Security violation or violation of established directives.
  - (e) Poor performance and/or attitude that directly impacts the primary mission.
  - (f) Instructor's grade average deviations of more than two standard deviation from the site's grade average - for that stage or class.
  - (g) Method of tracking and documenting instructor currency and grade point average for each instructor.
- (4). Plan of action the contractor will use to fulfill the government's requirements, upon the de-certification of an employee.

- (5). Understanding that Contractor Performance shall be measured in terms of the "number of simulator events lost" and each simulator event lost will result in a deduction to the contract price as described in the QASP.
- (B) **Program Management.** The contractor management shall review the quality control program on at least a semi-annual basis to ensure adequacy, effectiveness, and compliance with the program.
- (C) **Instructor Grading Records.** The contractor shall maintain records of each instructor's grading history for the previous six months, listing as a minimum, the student's performance standard (i.e. 2, 3, 4, or 5), based on the curriculum performance standard as stated in the Master Curriculum Guide.
- (D) **Instructor Grade Average.** The contractor shall compute monthly, from the previous six months grades awarded to the students by the instructor, the cumulative grade average for each simulator instructor by stage. The numerical average will be rounded to the 2<sup>nd</sup> decimal point to determine individual instructor average monthly grading history. Upon request, this information shall be made available to the GTO/ACOR, COR, or their designated representative.
- (E) **Instructor Grading Standards.** The contractor shall monitor the cumulative grade average of each instructor to ensure that an individual instructor's stage or class average does not deviate more than two standard deviations from the site's grade average for that stage or class. This information shall be made available to the GTO/ACOR, COR or their designated representative for review upon request. Directions for computing standard deviations are contained in CNATRAINST 1500.4. The contractor is responsible for counseling instructors whose grade average exceeds the above deviation limitations regarding standardized grading practices, and shall take corrective action in accordance with the quality control plan.
- (F) **Instructor Training Records.** The contractor shall maintain records of each instructor's training, qualifications, and simulator standardization checks, currency and grade point averages for the life of the contract. Records shall be made available to the GTO/ACOR, COR or their designated representative for review upon request. To prevent duplication of required periodic Government provided instructor and Contract Instructor evaluations and certifications, the contractor shall allow the successor contractor to copy, at the successor's own expense, the latest government evaluation records and government certification documents of any employee agreeable and acceptable by the successor. These certifications and evaluations shall continue in effect with the successor contractor unless changed or rescinded by the successor or the government. Such employees still must continue to meet the currency of qualifications requirements contained herein.
- (G) **Instructor Classroom Performance.** The government representative will conduct direct observations of instructor classroom presentations in accordance with NAVEDTRA 135.

(2). DELIVERABLES: The contractor shall provide:

- (i). **Class Roster:** A class roster shall be provided to the PTO/COR and on-site ACOR no more than one hour after the completion of each course or event via facsimile (FAX) or email. The roster shall minimally include: course title, trainee/student's name and rank, course start/end date. The COR shall then provide a Contractor Training Number (CTN) to the contractor.

**NOTE:** The completion of the event "Aviation Training Form" or (ATF) in TIMS must be accomplished immediately following the event. For the student to be scheduled for the next event, which could follow immediately, the contractor needs to complete the student information in TIMS at the end of the class/event and turn in the completed Roster to the PTO/COR, and on-site ACOR or designee within one hour of completion.

(ii). **Trainee Course Evaluation:** Trainee Course Evaluation (original copies go to the GTO/ACOR or his/her designated representative, copy to the COR): The contractor shall provide each student with a Course Evaluation Form (Government approved) to complete at the end of each class of instruction. The contractor shall provide a course evaluation form at the end of each stage of training and an end-of-course critique (Government approved) shall also be provided which covers all student simulator training.

(iii). **Contractor Certification Letter of Training:** Prior to billing, the contractor shall prepare a "Contractor Certification Letter of Training". The contractor shall provide the ACOR with the "Contractor Certification Letter of Training" for verification of training and signature. This company letterhead certification letter shall include the following minimum information and certifications:

- Name, rank
- course title
- training start/end dates
- CTN
- contract/delivery order number
- title/signature of the contractor's site manager
- a statement certifying that all aspects of the training were in conformance with the contract requirements, and any other information relevant to the contractor's or trainee's performance for that course under the contract.

A copy of this letter is sent to the COR/ACOR prior to billing and should also be attached to the invoice.

(iv). **Quality Control Manual:** A draft quality control manual shall be provided to the COR and GTO/ACOR fifteen (15) days after contract award for review. The quality control manual shall include procedures for effective management and control of quality and minimally comply with the requirements described in paragraph (c)(1)(xi)(A)(1-5). The final draft of the quality control manual shall be submitted to the government for acceptance no later than thirty (30) days after contract award.

(v). **Additional joint Government/Contractor post-award meetings** may be conducted upon Government election. The Contractor shall be responsible for developing and submitting minutes of all meetings to the COR (due 7 working days after completion of the meeting).

(vi). **Contractor Manpower Reporting:** The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the instructional training services via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

### (3). GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

(i) The Government shall provide all required course curriculums/syllabi and any additional Government-specific courseware/materials, technical data, and evaluation forms needed for the training of T-44C pilots. Technical and Training Data required to evaluate the FTD(s)/UTD(s)/IFT(s) and conduct applicable training as described herein minimally includes:

- (A) T-44C NATOPS

- (B) CNATRAINST 1542.147G Advanced Multi-Engine MPTS Flight Training
- (C) CNATRAINST 1542.153C Multi-Engine Flight Instructor and Transition Training
- (D) CNATRAINST 1542.168 Migration Training Syllabus
- (E) T-44C Multi-Engine Flight Training Instruction (FTI)
- (F) TW-4 VFR Course Rules, NAS Corpus Christi, TX
- (G) Applicable Course Curricula/Courseware
- (H) Visual DB and operating area documents (source data for most of the applicable working areas is available through NPSI and applicable training airfields, low level routes and operating areas are identified in the **Low Level Points Chart** and **Simulated Training Area document**.)
- (I) As described in paragraph (b)(2)(vii) above, the Government will make available to the contractor up to two (2) T-44C UTDs/IFTs until the contractor UTDs/IFTs are RFT.
- (J) T-44C Advanced Multi-Engine Low-Level and Tactical Formation, Flight Training Instruction (FTI)

(ii) The Government will provide the required facilities ( Building 83), capable of housing, operating and securing up to five (5) T-44C FTDs and two (2) UTDs/IFTs . Office space (as available) will be provided for contract instructors and support personnel. The location, placement and set up of all contractor provided devices shall require Government approval.

No construction is authorized for this effort. Any modification necessary to existing structure to facilitate trainer installation must be stated after contract award with detailed information provided during mobilization.

(iii) The Government will provide all electrical power required for device operations without "bill back" to the contractor.

(iv) The simulator bay of building 83 has sufficient cooling capacity to support the operations of the maximum number of devices required under this contract. If the contractor's devices require augmented cooling or direct hookup to the simulator bay chilled water cooling system, the contractor will be responsible for such connection(s). Any facility modifications shall require Government approval.

(d). FORECAST SCHEDULING

(1). The following is a fiscal year breakdown of the Government's training schedule for the life of this contract.

ITEM DESCRIPTION	OF TRAINEES
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FY14-(01 Nov 2013 – 31 Dec 2013)	
A. Mobilization (CLIN 0001)	
FY14- (01 Jan 2014 – 30 Sep 2014)	
CLIN 1401 – Total number of students and events (Comprised of A-G as listed below)	529
A. Advanced Multi-Engine MPTS Flight Training	227
B. Multi-Engine Flight Instructor and Transition Training:	
1. Instructor Upgrade Training (IUT)	12
2. Copilot MPTS Training	8

3. Aircraft Commander Upgrade Training	6
4. Test Pilot School (TPS)	4
C. VIP Event (Winging/Community Outreach)	63
D. Simulator Event: Track Specific Event	0
E. Simulator Event: Warm Up	14
F. Emergency Procedures Event	41
G. Non-Systems Multi-Engine Ground School	154

CLINs 1402-1405 for Additional Instruction which will be used in the event the Government exceeds the number of students/events for CLIN 1401. Grouped as listed below with the NTE amount of 20%.

CLIN 1402 - Advanced Multi-Engine MPTS Flight Training(A) NTE 46 Students

CLIN 1403 - Multi-Engine Flight Instructor and Transition Training:  
Instructor Upgrade Training (IUT)(B.1) NTE 3 Students

CLIN 1404 - Multi-Engine Flight Instructor and Transition Training: Copilot MPTS Training(B.2), Aircraft Commander Upgrade Training(B.3) and Test Pilot School (TPS)(B.4) NTE 5 Students

CLIN 1405 – Simulator/Ground Training Events to include: VIP Event (Winging/Community Outreach)(C), Simulator Event: Track Specific Event(D), Simulator Event: Warm Up(E), Emergency Procedures Event(F), Non-Systems Multi-Engine Ground School(G) NTE 56 Events

OPTION - FY 15- (01 Oct 2014 – 30 Sep 2015)

CLIN 1501 – Total number of students and events 604  
(Comprised of A-G as listed below)

A. Advanced Multi-Engine MPTS Flight Training	227
B. Multi-Engine Flight Instructor and Transition Training:	
1. Instructor Upgrade Training (IUT)	18
2. Copilot MPTS Training	9
3. Aircraft Commander Upgrade Training	7
4. Test Pilot School (TPS)	4C
C. VIP Event (Wingings/Community Outreach)	111
D. Simulator Event: Track Specific Event	83
E. Simulator Event: Warm Up	25
F. Emergency Procedures Event	57
G. Non-Systems Multi-Engine Ground School	63

CLINs 1502-1505 for Additional Instruction which will be used in the event the Government exceeds the number of students/events for CLIN 1501. Grouped as listed below with the NTE amount of 20%.

CLIN 1502 - Advanced Multi-Engine MPTS Flight Training(A) NTE 46 Students

CLIN 1503 - Multi-Engine Flight Instructor and Transition Training:  
Instructor Upgrade Training (IUT)(B.1) NTE 4 Students

CLIN 1504 - Multi-Engine Flight Instructor and Transition Training: Copilot MPTS Training(B.2), Aircraft Commander Upgrade Training(B.3) and Test Pilot School (TPS)(B.4) NTE 5 Students

CLIN 1505 – Simulator/Ground Training Events to include: VIP Event (Winging/Community Outreach)(C), Simulator Event: Track Specific Event(D), Simulator Event: Warm Up(E), Emergency Procedures Event(F), Non-Systems Multi-Engine Ground School(G) NTE 70 Events

## OPTION - FY16- (01 OCT 2015 - 30 SEP 2016)

CLIN 1601 – Total number of students and events 910  
(Comprised of A-G as listed below)

A. Advanced Multi-Engine MPTS Flight Training	323
B. Multi-Engine Flight Instructor and Transition Training:	
1. Instructor Upgrade Training (IUT)	19
2. Copilot MPTS Training	9
3. Aircraft Commander Upgrade Training	7
4. Test Pilot School (TPS)	4
C. VIP Event (Wings/Community Outreach)	155
D. Simulator Event: Track Specific Event	283
E. Simulator Event: Warm Up	32
F. Emergency Procedures Event	63
G. Non-Systems Multi-Engine Ground School	15

CLINs 1602-1605 for Additional Instruction which will be used in the event the Government exceeds the number of students/events for CLIN 1601. Grouped as listed below with the NTE amount of 20%.

CLIN 1602 - Advanced Multi-Engine MPTS Flight Training(A) NTE 70 Students

CLIN 1603 - Multi-Engine Flight Instructor and Transition Training:  
Instructor Upgrade Training (IUT)(B.1) NTE 4 Students

CLIN 1604 - Multi-Engine Flight Instructor and Transition Training: Copilot MPTS Training(B.2), Aircraft Commander Upgrade Training(B.3) and Test Pilot School (TPS)(B.4) NTE 5 Students

CLIN 1605 – Simulator/Ground Training Events to include: VIP Event (Wing/Community Outreach)(C), Simulator Event: Track Specific Event(D), Simulator Event: Warm Up(E), Emergency Procedures Event(F), Non-Systems Multi-Engine Ground School(G) NTE 111 Events

## OPTION - FY17 - (01 OCT 2016 - 30 SEP 2017)

CLIN 1701 – Total number of students and events 933  
(Comprised of A-G as listed below)

A. Advanced Multi-Engine MPTS Flight Training	337
B. Multi-Engine Flight Instructor and Transition Training:	
1. Instructor Upgrade Training (IUT)	20
2. Copilot MPTS Training	9
3. Aircraft Commander Upgrade Training	7
4. Test Pilot School (TPS)	4
C. VIP Event (Wings/Community Outreach)	155
D. Simulator Event: Track Specific Event	283
E. Simulator Event: Warm Up	33
F. Emergency Procedures Event	85
G. Non-Systems Multi-Engine Ground School	0

CLINs 1702-1705 for Additional Instruction which will be used in the event the Government exceeds the number of students/events for CLIN 1701. Grouped as listed below with the NTE amount of 20%.

CLIN 1702 - Advanced Multi-Engine MPTS Flight Training(A) NTE 68 Students



CLIN 1703 - Multi-Engine Flight Instructor and Transition Training:  
Instructor Upgrade Training (IUT)(B.1) NTE 4 Students

CLIN 1704 - Multi-Engine Flight Instructor and Transition Training: Copilot MPTS Training(B.2), Aircraft  
Commander Upgrade Training(B.3) and Test Pilot School (TPS)(B.4) NTE 5 Students

CLIN 1705 – Simulator/Ground Training Events to include: VIP Event (Winging/Community  
Outreach)(C), Simulator Event: Track Specific Event(D), Simulator Event: Warm Up(E), Emergency  
Procedures Event(F), Non-Systems Multi-Engine Ground School(G) NTE 112 Events

OPTION - FY18 - (01 OCT 2017 - 30 SEP 2018)

CLIN 1801 – Total number of students and events 940  
(Comprised of A-G as listed below)

A. Advanced Multi-Engine MPTS Flight Training	343
B. Multi-Engine Flight Instructor and Transition Training:	
1. Instructor Upgrade Training (IUT)	20
2. Copilot MPTS Training	9
3. Aircraft Commander Upgrade Training	7
4. Test Pilot School (TPS)	4
C. VIP Event (Wings/Community Outreach)	155
D. Simulator Event: Track Specific Event	284
E. Simulator Event: Warm Up	33
F. Emergency Procedures Event	85
G. Non-Systems Multi-Engine Ground School	0

CLINs 1802-1805 for Additional Instruction which will be used in the event the Government exceeds the  
number of students/events for CLIN 1801. Grouped as listed below with the NTE amount of 20%.

CLIN 1802 - Advanced Multi-Engine MPTS Flight Training(A) NTE 69 Students

CLIN 1803 - Multi-Engine Flight Instructor and Transition Training:  
Instructor Upgrade Training (IUT)(B.1) NTE 4 Students

CLIN 1804 - Multi-Engine Flight Instructor and Transition Training: Copilot MPTS Training(B.2), Aircraft  
Commander Upgrade Training(B.3) and Test Pilot School (TPS)(B.4) NTE 5 Students

CLIN 1805 – Simulator/Ground Training Events to include: VIP Event (Winging/Community  
Outreach)(C), Simulator Event: Track Specific Event(D), Simulator Event: Warm Up(E), Emergency  
Procedures Event(F), Non-Systems Multi-Engine Ground School(G) NTE 112 Events

OPTION - FY19 - (01 OCT 2018 – 30 SEP 2019)

CLIN 1901 – Total number of students and events 910  
(Comprised of A-G as listed below)

A. Advanced Multi-Engine MPTS Flight Training	334
B. Multi-Engine Flight Instructor and Transition Training:	
1. Instructor Upgrade Training (IUT)	19
2. Copilot MPTS Training	9
3. Aircraft Commander Upgrade Training	7
4. Test Pilot School (TPS)	4

C. VIP Event (Wings/Community Outreach)	149
D. Simulator Event: Track Specific Event	272
E. Simulator Event: Warm Up	34
F. Emergency Procedures Event	82
G. Non-Systems Multi-Engine Ground School	0

CLINs 1902-1905 for Additional Instruction which will be used in the event the Government exceeds the number of students/events for CLIN 1901. Grouped as listed below with the NTE amount of 20%.

CLIN 1902 - Advanced Multi-Engine MPTS Flight Training(A) NTE 67 Students

CLIN 1903 - Multi-Engine Flight Instructor and Transition Training:  
Instructor Upgrade Training (IUT)(B.1) NTE 4 Students

CLIN 1904 - Multi-Engine Flight Instructor and Transition Training: Copilot MPTS Training(B.2), Aircraft Commander Upgrade Training(B.3) and Test Pilot School (TPS)(B.4) NTE 5 Students

CLIN 1905 – Simulator/Ground Training Events to include: VIP Event (Winging/Community Outreach)(C), Simulator Event: Track Specific Event(D), Simulator Event: WarmUp(E), Emergency Procedures Event(F), Non-Systems Multi-Engine Ground School(G) NTE 109 Events

OPTION - FY20 - (01 OCT 2019 – 30 SEP 2020)

CLIN 2001 – Total number of students and events (Comprised of A-G as listed below)	910
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A. Advanced Multi-Engine MPTS Flight Training	334
B. Multi-Engine Flight Instructor and Transition Training:	
1. Instructor Upgrade Training (IUT)	19
2. Copilot MPTS Training	9
3. Aircraft Commander Upgrade Training	7
4. Test Pilot School (TPS)	4
C. VIP Event (Wings/Community Outreach)	149
D. Simulator Event: Track Specific Event	272
E. Simulator Event: Warm Up	34
F. Emergency Procedures Event	82
G. Non-Systems Multi-Engine Ground School	0

CLINs 2002-2005 for Additional Instruction which will be used in the event the Government exceeds the number of students/events for CLIN 2001. Grouped as listed below with the NTE amount of 20%.

CLIN 2002 - Advanced Multi-Engine MPTS Flight Training(A) NTE 67 Students

CLIN 2003 - Multi-Engine Flight Instructor and Transition Training:  
Instructor Upgrade Training (IUT)(B.1) NTE 4 Students

CLIN 2004 - Multi-Engine Flight Instructor and Transition Training: Copilot MPTS Training(B.2), Aircraft Commander Upgrade Training(B.3) and Test Pilot School (TPS)(B.4) NTE 5 Students

CLIN 2005 – Simulator/Ground Training Events to include: VIP Event (Winging/Community Outreach)(C), Simulator Event: Track Specific Event(D), Simulator Event: Warm Up(E), Emergency Procedures Event(F), Non-Systems Multi-Engine Ground School(G) NTE 109 Events

## CLAUSES INCORPORATED BY FULL TEXT

**5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT)(NAVAIR) (SEP 2012)**

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: [NAVAIR Contractor Forms](#).

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, George Alexander shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR\_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

**5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal Number 12-0155-00-TS, dated 29 July 2013, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)**

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

## Section E - Inspection and Acceptance

**E.1 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN**

The Quality Assurance Surveillance Plan (QASP) at Attachment 2 is a Government-developed and applied document used to ensure that systematic quality assurance methods are used in the administration of the awarded contract. The intent is to verify that the Contractor performs in accordance with contract Statement of Work and meets Acceptable Quality Level (AQL) performance metrics and the Government receives the quality of services called for in the contract.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government
000102	Destination	Government	Destination	Government
1401	Destination	Government	Destination	Government
1402	Destination	Government	Destination	Government
1403	Destination	Government	Destination	Government
1404	Destination	Government	Destination	Government
1405	Destination	Government	Destination	Government
1406	Destination	Government	Destination	Government
1501	Destination	Government	Destination	Government
1502	Destination	Government	Destination	Government
1503	Destination	Government	Destination	Government
1504	Destination	Government	Destination	Government
1505	Destination	Government	Destination	Government
1506	Destination	Government	Destination	Government
1601	Destination	Government	Destination	Government
1602	Destination	Government	Destination	Government
1603	Destination	Government	Destination	Government
1604	Destination	Government	Destination	Government
1605	Destination	Government	Destination	Government
1606	Destination	Government	Destination	Government
1701	Destination	Government	Destination	Government
1702	Destination	Government	Destination	Government
1703	Destination	Government	Destination	Government
1704	Destination	Government	Destination	Government
1705	Destination	Government	Destination	Government
1706	Destination	Government	Destination	Government
1801	Destination	Government	Destination	Government
1802	Destination	Government	Destination	Government
1803	Destination	Government	Destination	Government
1804	Destination	Government	Destination	Government
1805	Destination	Government	Destination	Government
1806	Destination	Government	Destination	Government

1901	Destination	Government	Destination	Government
1902	Destination	Government	Destination	Government
1903	Destination	Government	Destination	Government
1904	Destination	Government	Destination	Government
1905	Destination	Government	Destination	Government
1906	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

**5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by Contracting Officer Representative (COR) or Alternate Contracting Officer Representative (ACOR).

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the Attachment (1) to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.246-9516 SPECIAL DISTRIBUTION OF DD FORM 250 (NAVAIR) (OCT 2005)**

Copies of the Material Inspection and Receiving Reports (DD Form 250) required to be delivered by the contractor shall also be delivered to the following:

<u>Activity</u>	<u>Address</u>
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See Attachment (6) for COR Appointment List - TBD

## Section F - Deliveries or Performance

**F.1 Period of Performance**

The contract will not exceed 82 months, including all option periods. The contract Period of Performance is provided in the following table:

Effort/FY	DESCRIPTION	Period of Performance	
BASE PERIOD CLIN 0001 FY14	Mobilization	1 Lot	5 Dec 2013 – 31 Jan 2014
BASE PERIOD CLIN 1401 FY14	T-44C CACT	8 Months	1 Feb 2014 – 30 Sep 2014
BASE PERIOD OPTION CLINS 1402- 1405 FY14	ADDITIONAL INSTRUCTION**	8 Months	1 Feb 2014 – 30 Sep 2014
OPTION YEAR 1 CLIN 1501 FY15	T-44C CACT*	12 Months	1 Oct 2014 – 30 Sep 2015
OPTION YEAR 1 CLINS 1502-1505 FY15	ADDITIONAL INSTRUCTION**	12 Months	1 Oct 2014 – 30 Sep 2015
OPTION YEAR 2 CLIN 1601 FY16	T-44C CACT*	12 Months	1 Oct 2015 – 30 Sep 2016
OPTION YEAR 2 CLINS 1602-1605 FY16	ADDITIONAL INSTRUCTION**	12 Months	1 Oct 2015 – 30 Sep 2016
OPTION YEAR 3 CLIN 1701 FY17	T-44C CACT*	12 Months	1 Oct 2016 – 30 Sep 2017
OPTION YEAR 3 CLINS 1702-1705 FY17	ADDITIONAL INSTRUCTION**	12 Months	1 Oct 2016 – 30 Sep 2017
OPTION YEAR 4 CLIN 1801 FY18	T-44C CACT*	12 Months	1 Oct 2017 – 30 Sep 2018
OPTION YEAR 4 CLINS 1802-1805 FY18	ADDITIONAL INSTRUCTION**	12 Months	1 Oct 2017 – 30 Sep 2018
OPTION YEAR 5 CLIN 1901	T-44C CACT*	12 Months	1 Oct 2018 – 30 Sep 2019



FY19			
OPTION YEAR 5 CLINS 1902-1905 FY19	ADDITIONAL INSTRUCTION**	12 Months	1 Oct 2018 – 30 Sep 2019
OPTION YEAR 6 CLIN 2001 FY20	T-44C CACT*	12 Months	1 Oct 2019 – 30 Sep 2020
OPTION YEAR 6 CLINS 2002-2005 FY20	ADDITIONAL INSTRUCTION**	12 Months	1 Oct 2019 – 30 Sep 2020

Note: \* Exercise of options can be executed up to 30 days prior during the current period of performance

\*\* Exercise of option(s) are for one time only during current period of performance

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 05-DEC-2013 TO 31-JAN-2014	N/A	NAWCTSD PERRY, RACHEL 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 407 380-8205 FOB: Destination	N61340
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
1401	POP 01-FEB-2014 TO 30-SEP-2014	N/A	NAWCTSD PERRY, RACHEL 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 407 380-8205 FOB: Destination	N61340
1402	POP 01-FEB-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1403	POP 01-FEB-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1404	POP 01-FEB-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

1405	POP 01-FEB-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1406	POP 01-JAN-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1501	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1502	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1503	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1504	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1505	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1506	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1601	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1602	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1603	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1604	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1605	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1606	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1701	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1702	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1703	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1704	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

1705	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1706	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1801	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1802	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1803	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1804	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1805	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1806	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1901	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1902	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1903	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1904	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1905	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
1906	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
2001	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
2002	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
2003	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
2004	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

2005	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
2006	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)**

(a) The contract shall commence on 5 December 2013 and shall continue through 30 Sep 2014. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

**5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit B, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: See Attachment (5) in Section J.

**5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)**

The services to be performed herein shall be performed at NAS Corpus Christi, TX.

## Section G - Contract Administration Data

**G.1 ACCOUNTING AND APPROPRIATION**

The accounting and appropriation data will be provided at contract award, unless awarded subject to the availability of funds.

**G.2 Wage Determination Price Adjustments**

a) As referenced in Section I, FAR Clauses 52.222-41 (Service Contract Act of 1965, as Amended) and 52.222-43 (Fair Labor Standards Act and Service Contract Act – Price Adjustment) apply to this contract. Applicable Wage Determinations and/or Collective Bargaining Agreements (CBA) are at Attachment (3) to this contract. Information contained in the applicable “DOL Wage Determination Adjustment Baseline” Attachment (4) to this contract will be considered in determining the amount of the adjustment to be paid.

b) For SCA price adjustments paid under FAR 52.222-43, this contract will utilize the “One-Time-Lookback” method. This method employs setting a provisional billing rate for the first 6 months of each fiscal year (FY) based on the contractor’s initial SCA price adjustment request for each applicable FY, then sets the last 6 months of the FY (referred to as the “Settlement Period”) based on actuals submitted by the contractor for the first 6 months. The contractor shall submit the payroll records of actual hours worked during the provisional 6 months by the 15th day of the 7th month of the then-current fiscal year (15 Apr). The Government will use this date to forecast the remaining 6 months, plus make any corrections for over or under payment during the provisional period. The corrections will be factored into the settlement period unit prices to be established in an future modification.

**G.3 ADDITIONAL INSTRUCTION – T-44C CACT Training Instruction Services**

(a) The COR will inform the Contractor, at least 1 week in advance for Advanced Multi-Engine MPTS Flight Training and The Multi-Engine Flight Instructor Training to include: Instructor Upgrade Training (IUT) and at least 24 hours in advance for Transition Training to include: Naval Test Pilot School (TPS), Copilot Training, Aircraft Commander Upgrade Training and Simulator Event: Track Specific Event, Warm-Up Event, Emergency Procedures (EP) Event, and VIP/Winging Events, when the Government requires the Contractor to perform Additional Instruction. THE COR WILL NOT, UNDER ANY CIRCUMSTANCES, AUTHORIZE THE CONTRACTOR TO PERFORM ADDITIONAL INSTRUCTION IF SUFFICIENT FUNDS HAVE NOT BEEN OBLIGATED ON THIS CONTRACT. The COR will specify a not to exceed (NTE) limit on the number of students of Additional Instruction Time the Contractor may perform. The Contractor will not be required to instruct more than 20% (rounded up) of the total number of students per Fiscal Year (FY). For example, a line item specifying 250 students per year of instruction would be limited to 50 students of Additional Instruction Time per year in accordance with the following computation: 250 Student Throughput per year x 20% = 50 students additional, Additional Instruction Time allowed. Each “event” counts as 1 student for purpose of determining the 20% total. Additional Instruction Time for any single year cannot exceed 20% of the yearly amount without Contractor concurrence. Each time the COR specifies a NTE, the COR will establish a sequence number for that effort on the attached Additional Instruction Time Log (Attachment (7)). At the same time, the COR will ensure that the attached Additional Instruction Time Request/Authorization/ Completed Services Form (Attachment (8) is completed to show: (i) which Government representative, other than the COR, established the requirement for which Additional Instruction Time was necessary (e.g., Training Officer); (ii) the purpose of the Additional Instruction Time effort; (iii) when the effort was to occur; and (iv) the number of students required (this must equal the number of NTE students which the COR authorized the Contractor to expend). The COR will transfer the information provided on the T-44C CACT Additional Instruction Time Request/Authorization/Completed Services Form onto the Additional Instruction Time Log. Completing the Additional Instruction Time Log will help ensure that the COR does not authorize more students than there are funds available.

(b) Upon completion of the Additional Instruction, the Contractor shall complete the bottom portion of the T-44C CACT Additional Instruction Time Request/Authorization/Completed Services Form and submit the form to the COR within one working day. When the COR receives the Actual Additional Time Report, the COR will complete the actual students, actual dollars and final remaining balance portions of the Additional Instruction Time Log for each sequence number.

(c) No more than once a month, the Contractor may submit an invoice through DD Form 250 to the COR for acceptance of Additional Instruction services performed. The DD Form 250 shall specify the total actual number of Additional Instruction students trained and when the students were trained. If the COR concurs that the Contractor performed the number of instruction students specified on the DD Form 250, the COR will approve the DD Form 250. If the COR does not concur, the COR will return the DD Form 250 to the Contractor for resubmission.

(d) The PCO may at any time unilaterally obligate or de-obligate funds placed against the Additional Instruction line items by issuing a contract modification. Additionally, if the type of funds used for the Additional Instruction requires that new line items be established, the PCO may unilaterally issue a contract modification. The PCO will telephonically notify the COR when urgent obligations or de-obligations are to be made to an Additional Instruction line item.

#### **G.4 INVOICING AND PAYMENT INSTRUCTIONS**

Payments shall be made IAW DFARS clause 252.204-0001 Line Item Specific: Single Funding (SEP 2009) and DFARS Clause 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JUN 2012).

#### **ACCOUNTING AND APPROPRIATION DATA**

AA: 1741804 70AE 250 57025 T 068566 2D CAA020  
 COST CODE: 631104BC075Q  
 AMOUNT: [REDACTED]  
 CIN 130039061700001: [REDACTED]  
 CIN 130039061700002: [REDACTED]

#### **CLAUSES INCORPORATED BY REFERENCE**

252.204-7006 Billing Instructions

OCT 2005

#### **CLAUSES INCORPORATED BY FULL TEXT**

#### **252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)**

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting

officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) *Definitions.* as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Combo

*(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)*

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N61340

*(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")*

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	<u>N61340</u>
Issue By DoDAAC:	<u>N61340</u>
Admin DoDAAC:	<u>S2404A</u>
Inspect By DoDAAC:	<u>N/A</u>
Ship To Code:	<u>N/A</u>
Ship From Code:	<u>N/A</u>
Mark For Code:	<u>N/A</u>
Service Approver (DoDAAC):	<u>N61340</u>
Service Acceptor (DoDAAC):	<u>N61340</u>
Accept at Other DoDAAC:	<u>N/A</u>



LPO DoDAAC: N/A  
 DCAA Auditor DoDAAC: TBD  
 Other DoDAAC(s): \_\_\_\_\_

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

TBD

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

#### **252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) [REDACTED] is incrementally funded. For these item(s), the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the

Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

**This contract is expected to be incrementally funded on a quarterly basis for FY14.**

On execution of contract\$ [REDACTED]

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)  
(SEP 2012)**

(a) The Contracting Officer has designated:

Mr. George Alexander  
TWG4  
245 5<sup>th</sup> Street, Room 201  
NAS Corpus Christi, TX 78419  
(361) 961-4927

as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: as outlined in the T-44C COR designation letter.

(b) The effective period of the COR designation is from 5 Dec 2013 to 30 Sep 2020.

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL  
LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR:**

NAME: [REDACTED]

PHONE (BUS): [REDACTED]

PHONE (AFTER HOURS): [REDACTED]

**ALTERNATE:**

NAME: [REDACTED]

PHONE (BUS): [REDACTED]  
PHONE (AFTER HOURS): [REDACTED]

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

**5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**5252.232-9501 SUBMISSION OF INVOICES (FIXED PRICE) (NAVAIR) (OCT 2005)**

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with ☐ 1 ☐ copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRP), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRP used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

☐ a separate invoice for each activity designated to receive the supplies or services.

☐ a consolidated invoice covering all shipments delivered under an individual order.

☒ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRP or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)**

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

**5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)**

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

## Section H - Special Contract Requirements

**H.2 CONTRACTING OFFICER**

(a) In accordance with NAVAIR clause 5252.243-9504 Authorized Changes Only by the Contracting Officer of the contract, the address and telephone number of the Contracting Officer is:

NAWCTSD

Senior PCO

Joseph Liberatore, Code 25322

12350 Research Parkway

Orlando, FL 32826-3224

Phone: 407-380-4281

Email: [joseph.liberatore@navy.mil](mailto:joseph.liberatore@navy.mil)

**H.2 SCHEDULE OF DEDUCTIONS****(a) Instruction Services:**

i) The contractor shall be paid the unit price for a 100% Student Completion Factor (SCF) for each individual Contract Line Item (CLIN) with a number of trainees associated with it as set forth in *Section B*. Computation of the SCF shall be in accordance with the Quality Assurance Surveillance Plan, Attachment (2).

ii) Failure to achieve a monthly SCF of at least 100% for any calendar month shall result in a reduction of the monthly payment amount for non-performance of services. The Schedule of Deductions shall be used when the SCF on the monthly Performance Utilization Report falls below 100%. The percent to be deducted for non-performance of services for deficient SCF set forth below in paragraph (iii) shall be as designated in the Performance Requirements Summary Table (PRST) in the QASP. .

iii) Payment will be reduced in accordance with the following Schedule of Deductions:

Student Completion Factor (%)	% Deducted from Monthly Unit Price	Subject Completion Factor (%)	% Deducted from Monthly Unit Price
99 - 99.9	5	93 - 93.9	35
98 - 98.9	10	92 - 92.9	40
97 - 97.9	15	91 - 91.9	45
96 - 96.9	20	90 - 90.9	50
95 - 95.9	25	Below 90	50
94 - 94.9	30		

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
  - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
  - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
  - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
  - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification may be utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS) (NAVAIR) (APR 2009)**

(a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to [Mar-navyhmirs@med.navy.mil](mailto:Mar-navyhmirs@med.navy.mil) and the Naval Inventory Control Point (NICP) at [wraps.prime.fct@navy.mil](mailto:wraps.prime.fct@navy.mil).

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)**

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
All functions listed in FAR 42.302(a) shall be retained by the PCO except for functions (a)(5), (a)(9), (a)(11), and (a)(12) .	PCO

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
N/A	PCO will retain all functions listed in FAR 42.302(b).


(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.html>.

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAWCTSD

Senior PCO

Joseph Liberatore, Code 25322

12350 Research Parkway

Orlando, FL 32826-3224

Phone: 407-380-4281

Email: [joseph.liberatore@navy.mil](mailto:joseph.liberatore@navy.mil)

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (MAY 2012)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
None							



(2) Government furnished property to be provided under this contract:

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
Instrument Flight Trainers (IFT) - 2F129C	N/A	N/A	4	1	Yes	Unknown
Instrument Flight Trainers (IFT) - 2F129C	N/A	N/A	5	1	Yes	Unknown

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
None						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
None						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	DEC 2010
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003

52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	JUL 2012
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.222-7001	Right Of First Refusal Of Employment--Closure of Military Installations	APR 1993
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.225-7013	Duty-Free Entry	JUN 2012
252.225-7021	Trade Agreements	JUN 2012
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

**52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

## (a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

## (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

## (3) Any required posters may be obtained as follows:

- Poster(s) Obtain from
- [www.DODig.mil/hotline](http://www.DODig.mil/hotline)
  - (800) 424-9098

(Contracting Officer shall insert--

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

## CLAUSES INCORPORATED BY FULL TEXT

**52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (NOV 2011)**

## (a) Definitions. As used in this clause--

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisition.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluation contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejection contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means as individual who performs an acquisition function closely associated with inherently governmental functions and is--

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that--

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (a de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure or interests that might be affected by the task to which the employee has been assigned as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business);

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use of a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or Waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or termination the applicable subcontract.

(d) Subcontractor flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 83 months.

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**

- (a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

- (3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.



(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code [ ] assigned to contract number [ ].  
[Contractor to sign and date and insert authorized signer's name and title].

Signature

Date

Signer's Printed Name

Signer's Title

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits		
14041 COMPUTER OPERATOR I	GS-4	\$13.41	\$4.41
14042 COMPUTER OPERATOR II	GS-5	\$15.00	\$4.93
14043 COMPUTER OPERATOR III	GS-6	\$16.73	\$5.50
14044 COMPUTER OPERATOR IV	GS-7	\$18.59	\$6.11
14045 COMPUTER OPERATOR V	GS-8	\$20.58	\$6.76
15010 AIRCREW TRAINING DEVICES INSTRUCTOR (NON-RATED)	GS-9	\$22.74	\$7.47
15020 AIRCREW TRAINING DEVICES INSTRUCTOR (RATED)	GS-11	\$27.51	\$9.04
15030 AIR CREW TRAINING DEVICES INSTRUCTOR (PILOT)	GS-12	\$32.97	\$10.83
15050 COMPUTER BASED TRAINING SPECIALIST	GS-9	\$22.74	\$7.47
01410 SUPPLY TECHNICIAN	GS-7	\$18.59	\$6.11

#### 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)

(a) Definitions. As used in this clause—"Commercially available off-the-shelf (COTS)" item--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2),

"bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements. (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU. (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

**52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATION (DEC 2012)**

(a) Definitions. As used in this provision

"Person"--

(1) Means--

- (i) A natural person;
  - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
  - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.)(see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) and (c)(3) of this provision does not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

**52.242-15 STOP-WORK ORDER (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**52.244-2 SUBCONTRACTS (OCT 2010)**

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [Enter subcontractor's names, if applicable]

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Certified Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

\*

\*(To be completed at time of award)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)**

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

**252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)**

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes: (1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.

(2) Items, defined in the EAR as "commodities, software, and technology", terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

**252.232-7001 DISPOSITION OF PAYMENTS (DEC 1991)**

Payment will be by a dual payee Treasury check made payable to the contractor or the \_\_\_\_\_ and will be forwarded to that disbursing office for appropriate disposition.

**252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (NOV 2010)**

(a) Definitions. As used in this clause--

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

**5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

## Section J - List of Documents, Exhibits and Other Attachments

**SECTION J List of Documents, Exhibits, and Other Attachments**Exhibit B**CDRLs --- DD Forms 1423:**

CDRL	NAME
B001	Status Report - Training Status Report
B002	Quality System Plan – Contractor Quality Control Plan

Document	Description	Pages	Date
Attachment 1	Data Item Transmittal/Acceptance/Rejection Sheet (DITS)		N/A
Attachment 2	Quality Assurance Surveillance Plan (QASP)		
Attachment 3	Department of Labor (DOL) Wage Determinations (WD) and Collective Bargaining Agreements (CBA)		
	(a) WD 2005-2508, Revision 15, dated 6/19/2013, NAS Corpus Christi, TX		
	(b) CBA-2010-3688, Revision 0, dated 9/3/2010, NAS Corpus Christi, TX, LL 2916, Effective 8/30/2010 - 8/30/2013		
Attachment 4	Wage Determination Adjustment Baseline - Form	1	N/A
Attachment 5	CDRL Addressee List for SOW	1	
Attachment 6	COR Appointment Packages - TBD	TBD	TBD
Attachment 7	Additional Instruction Log	1	
Attachment 8	Additional Instruction Time Request/Authorization/Completion Services Form	1	